Shamelle R. Morris
6544 College Grove Drive #68
San Diego, CA 92115

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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: DEPUTY

THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Shamelle R. Morris, Defendant, vs. HOMECOMINGS FINANCIAL LLC, Defendant	Case No.: ~~37-2007-38543 CL~~ 07CV2122-L(NLS) **Affidavit in Support of Motion for Summary Judgment/ Motion of Order to Show Cause or How a Claim of Relief Can Be Granted.** **Failure to Give Full Disclosure Of Regulation Z Truth and Lending Act Title 5 USC section 1635(a)Title12 CFR 226.23(D)(I)**

STATEMENT OF FACTS

I, Shamelle Morris, Secured Party, move the court for Summary Judgment in favor of the Defendant for the following reasons (A) The affirmative fact is that the President/ Vice President of HOMECOMINGS FINANCIAL LLC failed to disclose that the original loan was created by a check book entry, which may be sold in the open market (as a promissory note) for 80-90 cents on the dollar with no consideration to the defendant. The Defendant further failed to disclose the loan was pre-paid and the defendant would be converted into a joint tenant for 30 years. It also was not disclosed to the defendant that all monthly payments of Federal Reserve Notes, WERE NOT A tender for debt. ("Federal Reserve Notes are valueless" see Internal Revenue Code at Section 1. 1001-1 (4657) C.C.H.

See Jerome Daly v. First National Bank of Montgomery, Minn., Justice Martin v. Mahoney Credit River Township, December 7-9 1968. Ruled that Federal Reserve Notes were fiat money and not legal tender after jury deliberation and return a unanimous verdict for Defendant after bank president admitted it was standard banking procedure in that he created the "money" he loaned to the Defendant as a book entry on December 7th at the conclusion of trial, the mortgage was canceled.

The Secured Party, Shamelle Morris, further has reason to believe this **Failure to Give Full Disclosure Of Regulation Z Truth and Lending Act Title 5 USC section 1635(a)Title12 CFR 226.23(D)(I) is** operation under the color of authority by President/ Vice President of HOMECOMINGS FINANCIAL LLC and is in direct violation of the Constitution for the United States of America, also the U.S. Federal Constitution, which prohibits Bills of credit, and authenticates securities of the United States and further defer payment with the people and the general public at large due to defendants practice of **Failure to Give Full Disclosure Of Regulation Z Truth and Lending Act Title 5 USC section 1635(a)Title12 CFR 226.23(D)(I)** The Secured Party, Shamelle Morris, in her own stead, rescinded the loan contract due to constructive fraud and usury, and also due to unethical business practice and due to her having 100% interest in said property known as 6544 College Grove Drive #68
San Diego, CA 92115, as plaintiff via her promissory note created the money and paid for this property therein.

(B) The defendant is moving in contemptible court proceedings against a real living being and also fails to show how a Claim of Relief can be granted; therefore I give a Judicial Caveat Actual and Constructive Notice under Title 5-556(D).

I Shamelle Morris, Secured Party, hereby make a challenge to the alleged third party interferers in behalf of the fictitious corporation HOMECOMINGS FINANCIAL LLC to show that they have standing and how a Claim of Relief can be granted and to Order to Show Cause why a full Reconveyance should not be awarded the Plaintiff Shamelle Morris with prejudice herein the Motion for Summary Judgment.In addition, A Caveat Actual and Constructive Judicial Notice that a **CLAIM OF RELIEF CAN BE GRANTED VIA PLAINTIFFS PRAYER THAT THE TITLE AND PROPERTY WHERIN SHE DWELLS IN PEACEFUL POSSESSION BE AWARDED FROM HOMECOMINGS FINANCIAL TO SHAMELLE MORRIS SUCH PROPERTY KNOWN AS APN 478-110-12-17 AND ADDRESSED AS** 6544 College Grove Drive #68 San Diego, CA 92115

An Order to Show Cause by HOMECOMINGS FINANCIAL LLC further Claim of Relief can be granted by posted bond and also (**A**) **A claim of relief can be granted under House Joint Resolution-192, which is the United States Insurance Policy and HOMECOMINGS FINANCIAL LLC responsibility to discharge all public and Private debts, under Public Policy/ the Emergency Bankruptcy of 1933 and under the Bankruptcy Reform Act of 1978 WHERIN PLAINTIFF SHAMELLE MORRIS HAS DISCHARGED HOMECOMINGS DEBT BY SUBMITTING A SECONDARY PROMISSORY NOTE OF THE FULL AMOUNT AND MORE.**

Relief under the International Protocol (Special-Choice-of-Law)under Universal Declaration of Human Rights, International Bill of Rights, the United Nations Convention of Bill of Exchange and International Promissory Note and the Geneva Convention, which prohibits crimes against humanity etc. Not to mention Uniform Bonding Code in which the Secured Party, will be acting as Private Postmaster and all commercial dishonor which includes Private International law/patent by HOMECOMINGS FINANCIAL LLC will be protested to the Universal Postal Union in

SWITZERLAND, and exhibits will be submitted to the Secretary of State/State Commissioner/Attorney General.

I am accepting the Maritime Territory Judicial Claim for Value. I move the court as for a Motion for a Summary Judgment in my favor an (1) Application for Summary Judgment (2) Motion of Order to Show Cause/or how a claim of Relief can be granted and for the court to award plaintiff Shamelle Morris a full Reconveyance of her property located at 6544 College Grove Drive #68 San Diego, CA 92115.

VERIFICATION

I SHAMELLE MORRIS BELIEVE ALL THE ABOVE TO BE TRUE AND NOT MISLEADING AND SUBMIT SUCH UPON MY TRUE AND FULL COMMERCIAL LIABILITY. HENCEFORTH SUBMITTED,

12-20-07 Shamelle Morris

Secured Party, Shamelle Morris,